

Case 1:07-cv-08171-CM-JCF Document 20-11 Filed 07/01/2008 Page 1 of 1

grecco-photography-6_4_0442

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	Frankenstein-USA-15-1294.jpg	Mon, Jun 21, 2004, 1:07 PM	
	Frankenstein-USA-15-1295.jpg	Mon, Jun 21, 2004, 1:07 PM	
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Case 1:07-cv-08171-GM-JC

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 COPYRIGHT OFFICE
 101 INDEPENDENCE AVE, SE
 WASHINGTON,
 DC 205598000
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From: Michael Grecco
 MGP, INC
 1701 PIER AVENUE
 SANTA MONICA, CA 90405
 US
 3104524461
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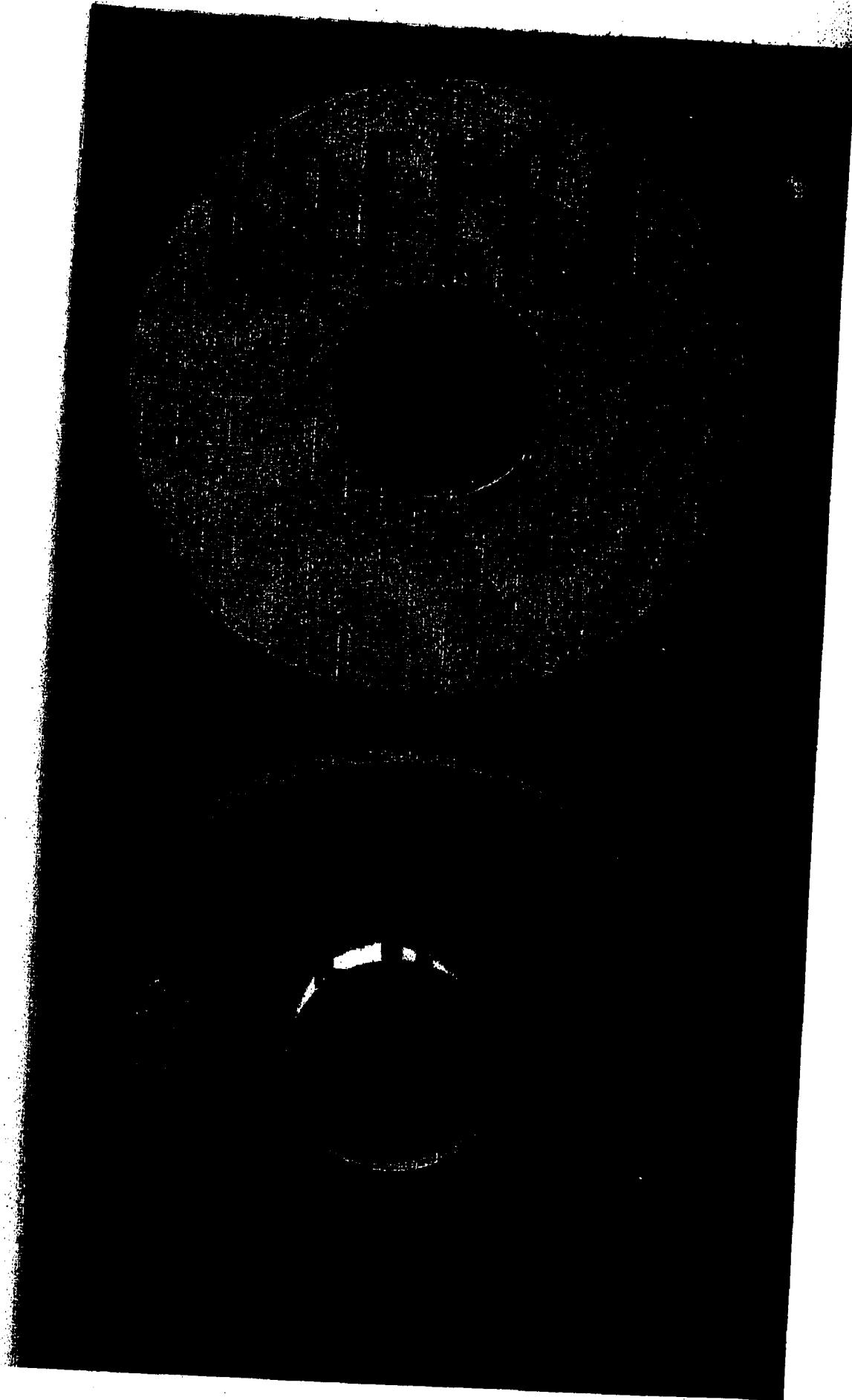
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Your reference: Jun 30 2004
Ship date: FedEx 2-Day

Package type: FedEx Envelope
 Pickup/Drop Off
Total Weight: Drop Off
Dimensions: 1 LBS
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FedEx, 7/2/04 9:33 AM -0700, FedEx shipment 790194490584

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Date: Fri, 2 Jul 2004 11:33:05 -0500 (CDT)
From: FedEx <donotreply@fedex.com>
Reply-To: FedEx <donotreply@fedex.com>
To: <michael@michaelgrecco.com>
Subject: FedEx shipment 790194490584
X-Priority: 3
X-FedExNet-Message-ID: P11776689

Our records indicate that the shipment sent from Michael Grecco/MGP, INC to JOY BURNS/COPYRIGHT OFFICE has been delivered.
The package was delivered on 07/02/2004 at 11:50 AM and signed for or released by .

The ship date of the shipment was 06/30/2004.

The tracking number of this shipment was 790194490584.

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To track the status of this shipment online please use the following:
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MICHAEL GRECCO PHOTOGRAPHY

3104524462
GRECCO

1701 PIER AVENUE
SANTA MONICA CA 90405
TELEPHONE 310.452.4461
FACSIMILE 310.452.4462
EMAIL michael@greccophoto.com

FAX

DATE : November 14, 2007
TO : Edward Greenberg
FACSIMILE # : 212-697-2528
FROM : Rebecca Shulman
REGARDING :
PAGE 1 OF : 8

.....

Dear Edward Greensburg,

Please find to follow a copy of the original package that was send to the copy right office for the Sentinel photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

ASSIGNMENT INVOICE

TO: MAGGIE HAMILTON
DIRECTOR OF MARKETING
HAMILTON GRAY
3519 WEST SIXTH STREET
LOS ANGELES CA 90020
213-380-3933

INVOICE# 1644
DATE: 1/8/1996
P.O.#

JOB FOR: JENNIFER WEINGROFF
UNITED PARAMOUNT NETWORK

JOB TITLE: SENTINEL

DESCRIPTION:

FOR PHOTOGRAPHING THE SENTINEL ON 1/4/95. PLEASE NOTE ALL OVERAGES WERE APPROVED. THERE IS ALSO PROPS ON MY ACCOUNT THAT WAS NOT ESTIMATED FOR.

USE:

ALL RIGHTS OF USAGE ARE GRANTED TO THE CLIENT. MICHAEL GRECCO RETAINS THE COPYRIGHT TO ALL PHOTOGRAPHS. MICHAEL GRECCO ALSO RETAINS THE RIGHT TO USE ANY PHOTOGRAPH FOR PERSONAL PORTFOLIO AND PROMOTIONAL USE.

FEE:

1 DAY(S) CREATIVE FEE @	\$2,625.00	\$2,625.00
1 DAY(S) PREPARATION @	\$750.00	\$750.00
	FEES TOTAL:	\$3,375.00

LABOR:

2 DAY(S) ASSISTANT #1 PRE-LITE & SHOOT @	\$175.00	\$350.00
2 DAY(S) ASSISTANT #2 PRE-LITE & SHOOT @	\$175.00	\$350.00
2 DAY(S) ASSISTANT #2 SET CONSTRUCTION @	\$175.00	\$350.00
1 DAY(S) ASSISTANT #2 RETURNS & FILM RUNS @	\$175.00	\$175.00
10 HOUR(S) OVERTIME @	\$25.00	\$250.00
	LABOR TOTAL:	\$1,475.00

MATERIALS:

64 ROLLS OF 2 1/4 COLOR @	\$10.00	\$640.00
18 ROLLS OF 2 1/4 B & W @	\$10.00	\$180.00
16 FUJI INSTANT FILM (DOUBLE) @	\$30.00	\$480.00
82 ROLLS PROCESSED @	\$20.00	\$1,640.00
	MATERIALS TOTAL:	\$2,940.00

PRODUCTION:

EQUIPMENT RENTALS:	\$634.98	
STUDIO: 2 DAY RENTAL WITH OVERTIME AND CLEANING	\$1,090.00	
BACKGROUNDS, SEAMLESS- 9' & 12'	\$150.00	
EXPENDABLES: TAPE, GELS, FILTERS, BATTs., CINEFOIL, ETC.	\$50.00	
PROPS, & SETS	\$519.14	
CATERING	\$385.21	
MEALS	\$146.43	
220 MILES @	\$0.34	\$74.80
PHONE CALLS: LOCAL, L.D., & CELLULAR W/L.D. & ACCESS		\$38.75
	PRODUCTION TOTAL:	\$3,089.31

SUBTOTAL	\$10,879.31
SALES TAX @ 0.00%	\$0.00
FINAL TOTAL	\$10,879.31
ADVANCE/PAYMENT	\$10,879.31
BALANCE U.S.	\$0.00

NET 30 - DUE BY 2/7/96

PLEASE MAKE CHECKS PAYABLE TO "MICHAEL GRECCO", SS# 127-48-1814

TERMS AND CONDITIONS

1. **Acceptance of terms.** The photographs which are subject of this agreement are sent on the condition that the terms stated below are agreed to in full. Holding photographs beyond five days constitutes acceptance of these terms, including agreement to the liquidated damages provision. If you do not agree to all the terms of this agreement, please return all photographs at once.
2. **Copyright protection/credit line.** Client acknowledges that Michael Grecco Photography owns the copyright to the photographs and agrees to take all necessary precautions to insure protection of such copyright:
 - a) For non-editorial use, client will provide copyright protection by placing proper copyright notice on any use. Proper notice is © (year) Michael Grecco.
 - b) For editorial use, a credit line in the form © (year) Michael Grecco shall appear adjacent to or within the photograph itself in type no smaller than that of related text. Failure to include the foregoing shall result in a reble fee. Client acknowledges that such reble fee is fair and reasonable for the loss of recognition and lack of copyright protection resulting from the failure to give proper copyright notice or credit line.
3. **Scope of license.** Rights granted are for one use only (including buy out). Rights granted under this license may not be assigned or transferred without written permission. Materials may not be reproduced, copied, professed, commercialized or otherwise used without express written consent. No rights are granted until payment is received by Michael Grecco Photography.
4. **Model releases.** No model releases exist unless specified by Michael Grecco Photography. Client acknowledges that Michael Grecco Photography makes no warranty of model release for photographs supplied under this agreement.
5. **Notice and copies.** Client will provide Michael Grecco Photography with details of all photographs before use and provide Michael Grecco Photography with two free copies of all photographs appearing in print within seven days of printing.
6. **Return of photographs.** All photographs shall be returned undamaged within 30 days of client's receipt unless specifically agreed otherwise in writing by Michael Grecco Photography. Return of photographs must be by registered mail, air freight or bonded messenger, in all cases fully insured with return receipt requested. Client retains responsibility for sole return of photographs and liability for damage thereto until received by Michael Grecco Photography or his authorized agent. All photographs not returned within 30 days of receipt by the client will be subject to a holding charge of \$5.00 per week per image unless otherwise agreed in writing.
7. **Lost or damaged photographs.** The parties acknowledge that it is difficult and impractical to determine the exact value of each photograph subject to this agreement. Therefore the parties agree that the reasonable value of each original photograph lost, damaged or altered is \$1,500.00 per photograph unless another value is agreed on in writing. The parties also agree that \$100.00 is a reasonable fee for each lost or damaged duplicate photograph of which Michael Grecco Photography holds the undamaged original. Acceptance of this liquidated damages provision by client is a material consideration to delivery by Michael Grecco Photography to the client of photographs governed by this agreement.
8. **Vicarious responsibility.** Client accepts responsibility and liability for all acts of its employees, agents, assigns, messengers, printers, shippers, researchers and all others acting at its request or on its behalf.
9. **Indemnity.** Client agrees to hold Michael Grecco Photography and any other photographer harmless and to indemnify them from all claims, liabilities, damages and expenses, including reasonable attorney's fees, arising out of any use of photographs supplied by Michael Grecco Photography including, but not limited to those arising from misuse of photographs, privacy claims and lack of model releases.
10. **Default.**
 - a) All bills are due immediately upon receipt of the described photographs and must be paid before any use is made of photographs supplied. Use prior to full payment, or any misuse, damage or loss of photographs, will be a default under this agreement.
 - b) Interest on any defaulted amount will occur from the date of first use, misuse, damage, loss, or any other event until paid in full, at a rate of 1.65% monthly, or the maximum rate permitted by law.
 - c) A late charge of 1.65% monthly of the defaulted amount due but not paid will be assessed on the default. This late charge is intended by both parties as fair compensation to Michael Grecco Photography for the inconvenience occasioned by the default and the cost of carrying a defaulted account.
 - d) All cost of collection of defaulted accounts, including interest and late charges, will be charged to client as an addition to the amount payable. These costs of collection include but are not limited to, reasonable attorney's fees and court costs.
11. **Governing Law.** This agreement is governed by the laws of the state of California.
12. **Attorney's fees.** In the event of litigation between parties to this agreement concerning the subject of this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and the cost of suit from the other party.
13. **Waiver.** No action of Michael Grecco Photography other than a written waiver may be construed as waiving any part of this agreement, and no written waiver may be construed as waiving any part of the agreement beyond what it specifically covers.
14. **Arbitration.**
 - a) Any controversy between the parties regarding the construction or application, or any claim arising out of this agreement or its default or breach, will be submitted to binding arbitration on written request by one party to the other.
 - b) The parties will each appoint one person to bear and determine the dispute. These two arbitrators will choose a third arbitrator whose decision will be binding on both parties. The cost of any arbitration will be allocated among the parties in the proportion decided by the arbitrators, based on the merits of the case and each party's good faith efforts to handle the dispute.
 - c) The arbitrators will be governed and enforced under the provisions of the California Arbitration Law, Code of Civil Procedure section 1280 and following for any other similar successor statute.
15. **Estimates.** All expense estimates are subject to normal trade variance of 10%.
16. **Copyright Jurisdiction.** Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Michael Grecco Photography under the Copyright Act of 1976, as amended.
17. **Overtime.** In the event a shoot extends beyond eight (8) consecutive hours, Michael Grecco Photography may charge for such excess time of assistants and freelance staff at the rate of one-and-a-half their hourly rates.
18. **Reshoots.** Client will be charged 100% fee and expenses for any reshoot required because of an act of God or the fault of a third party. Michael Grecco Photography will charge no additional fee and Client will pay all expenses. If Michael Grecco Photography charges for special contingency insurance and is paid in full for the shoot, Client will not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.
19. **Cancelations and postponements.**
 - a) Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Michael Grecco Photography's fee. If notice of cancellation is given less than two (2) business days before the shoot date, Client will be charged 100% fee.
 - b) Weather postponements. Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions while on location and 50% fee if postponement occurs before departure to location.
20. **Severability.** If any provision is found unenforceable, the remaining terms will be unaffected and will remain in force.
21. **Time is of the essence.** Time is of the essence with respect to payment and return of materials.
22. **Buy-outs.** Notwithstanding any of the foregoing, "buy-outs" entitle client to multiple uses of the photos with copyright notices whenever published. Commercial exploitation of any part of any photo in any form is strictly prohibited.
23. **Entire agreement.** This agreement contains the entire agreement between client and Michael Grecco Photography. It supersedes all other agreements, oral and written, between them with respect to the photographs, and no other agreement between them for the subject matter of this agreement is valid or binding. This agreement may be modified only in a writing signed by both parties.

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

OFFICIAL SEAL

REGISTER OF COPYRIGHTS
 United States of America

XX 00
FORM VA
 For a Work of the Visual Arts
 UNITED STATES COPYRIGHT OFFICE

VA 1-229-302



EFFECTIVE DATE OF REGISTRATION

Sep 22 2003
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼

Grecco Photography - Sentinel

NATURE OF THIS WORK ▼ See instructions

Photographs

PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution If the work was published as a contribution in a periodical, serial, or collective, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published as a periodical or serial give Volume ▼ Number ▼ Issue Date ▼ On Page ▼

2 NAME OF AUTHOR ▼

3 Michael Grecco

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
 1958

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
 Name of Country

OR
 Country of Birth ▼ U.S.A.
 Domiciled in ▼

Was This Author's Contribution to the Work

Anonymous? Yes No If the answer is other
 of these questions is
 Pseudonymous? Yes No "Yes," see detailed
 instructions

NATURE OF AUTHORSHIP Check appropriate boxes. See Instructions

- 3-Dimensional sculpture Map Technical drawing
- 2-Dimensional artwork Photograph (s) Text
- Reproduction of work of art Jewelry design Architectural work

4 NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
 Name of Country

OR
 Country of Birth ▼
 Domiciled in ▼

Was This Author's Contribution to the Work

Anonymous? Yes No If the answer is other
 of these questions is
 Pseudonymous? Yes No "Yes," see detailed
 instructions

NATURE OF AUTHORSHIP Check appropriate boxes. See Instructions

- 3-Dimensional sculpture Map Technical drawing
- 2-Dimensional artwork Photograph Text
- Reproduction of work of art Jewelry design Architectural work

3

a Year in Which Creation of This Work Was
 Completed 1996

b This information
 must be given
 in all cases.

Date and Notice of First Publication of This Particular Work
 Complete this information Month ▶ February Day ▶ 5 Year ▶ 1996
 ONLY IF this work
 has been published

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼
 Michael Grecco Photography, Inc.
 1701 Pier Avenue
 Santa Monica, CA 90405

APPLICATION RECEIVED

SEP 22 2003

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

SEP 22 2003

FUNDS RECEIVED

See instructions
 before completing
 this space

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) claimed ownership of the copyright. ▼

By Assignment

DO NOT WRITE HERE

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-8) on the reverse side of this page
 • See detailed instructions
 • Sign the form at line 8

DO NOT WRITE HERE

Page 1 of 2

EXAMINED BY *RL* FORM VA
CHECKED BY *MJ*
CORRESPONDENCE
 Yes
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) **5**
a. This is the first published edition of a work previously registered in unpublished form.
b. This is the first application submitted by this author as copyright claimant.
c. This is a changed version of the work, as shown by space 6 on the application.

If your answer is "Yes" give Previous Registration Number **V**

Year of Registration **V**

DERIVATIVE WORK OR COMPILED WORK Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. **a 6**

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. **b**

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. **a 7**
Name **V** Account Number **V**

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. **b** Name **V** Michael Grecco Photography, Inc. **V**

Michael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

Area code and daytime telephone number **>** (310) 452-4461

Fax number **>** (310) 452-4462

Email **>** michael@michaeldgrecco.com

CERTIFICATION I, the undersigned, hereby certify that I am the **8**

check only one **>**

author
 other copyright claimant
 owner of exclusive rights
 authorized agent of

Michael Grecco Photography, Inc.

Name of other or other copyright claimant, or owner of exclusive rights **V**

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date **V** If this application gives a date of publication in space 8, do not sign and submit it before that date.

Michael Grecco, President

Date **>** 8/18/03

Handwritten signature **V**

X

8/18/03

Certificate
will be
mailed in
window
envelope
to this
address:

Name **V**

Michael Grecco Photography, Inc.

Number Street Post **V**

1701 Pier Avenue

City State Zip **V**

Santa Monica, CA 90405

INSTRUCTIONS
• Complete all necessary spaces.
• Sign your application in space 8.
• Print clearly in black ink.
• Application fee
b. Nonrefundable fees due in check or money order payable to Register of Copyrights & Deposit Agent
c. Deposit account
d. Copyright Office
Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-0001

9

1701 PIER AVENUE Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 401, or in any written statement filed in connection with the application, shall be fined not more than \$5,000.
Date 10/10/2003
WPS REV 3/04/00

PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE 1600-054-07071

FEE CHANGES

Fees are effective through June 30, 2002. After that date, check the Copyright Office Website at www.loc.gov/copyright or call (202) 707-8000 for current fee information.

007P
FORM VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VA VAU

EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼

NATURE OF THIS WORK ▼ See Instructions

Grecco Photography - Sentinel

Photographs

PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Page ▼

2 NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

1958

a Michael Grecco

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile

Name of Country

U.S.A.

OR { Citizen of ▶
Domiciled in ▶

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph (s) Text
 Reproduction of work of art Jewelry design Architectural work

3 NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

b

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile

Name of Country

U.S.A.

OR { Citizen of ▶
Domiciled in ▶

Was This Author's Contribution to the Work

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions

3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

4

Year in Which Creation of This Work Was Completed
1996

b

Date and Nation of First Publication of This Particular Work
Month ▶ February Day ▶ 5 Year ▶ 1996 Nation ▶

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUND RECEIVED

DO NOT WRITE HERE
DO NOT WRITE HERE
DO NOT WRITE HERE
DO NOT WRITE HERE

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

Transfer if the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

By Assignment

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-6) on the reverse side of this page.
 • See detailed instructions.
 • Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

EXAMINED BY	FORM VA
CHECKED BY	
<input type="checkbox"/> CORRESPONDENCE <input checked="" type="checkbox"/> Yes	
FOR COPYRIGHT OFFICE USE ONLY	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- This is the first published edition of a work previously registered in unpublished form.
- This is the first application submitted by this author as copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

a
See instructions
before completing
this space.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
 Name ▼ Account Number ▼

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Michael Grecco
 Michael Grecco Photography, Inc.
 1701 Pier Avenue
 Santa Monica, CA 90405

Area code and daytime telephone number ▶ (310) 452-4461

Fax number ▶ (310) 452-4462

Email ▶ michael@michaelgrecco.com

b

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of

Michael Grecco Photography, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Michael Grecco, President

Date ▶ 8/18/03

8

Handwritten signature (X) ▼



X

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼	Michael Grecco Photography, Inc.
Number/Street/Apt ▼	1701 Pier Avenue
City/State/ZIP ▼	Santa Monica, CA 90405

YOURS,

- Complete all necessary spaces
- Sign your application in space 8
- Use black ink or type.
- Do not use ink pens.
- 1. Application form
- 2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
- 3. Deposit material

9

Library of Congress
 Copyright Office
 101 Independence Avenue, S.E.
 Washington, D.C. 20559-6000

*17 U.S.C. § 408(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.
 June 1998—100,000
 WEB REV: June 1998

PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 1998-454-079/71

Fed

[Ship](#) [Track/History](#) [Address Book](#) [Preferences](#) [Fast Ship](#) [Reports](#)

[Logout](#) [Home](#)

[Quick Help](#)

Fed

Ship To:	JOY MANSFIELD COPYRIGHT OFFICE 101 INDEPENDENCE AVE. SE WASHINGTON, DC 205596000 US 202-707-8239	Type of Package:	FedEx Envelope
	Pickup/Drop Off	Drop Off	
From:		Total Weight:	1 LBS
		Dimensions:	0 X 0 X 0
		Declared Value:	0 USD
Tracking Number:	109850837	Shipper Account Number:	109850837
Your reference:	copyright	Bill Shipment To:	109850837
Ship date:	Aug 18 2003	Courtesy Rate Quote*:	\$11.92
Type of service:	Standard Overnight	List Rate:	16.56
		Effective net discount:	4.64
		Special Services:	Signature Required
		Shipment Type:	Express

Print

Return to next step

Fed

Please Note

*The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

**If you experience a loss or damage to your package, file a claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, or theft, within 180 days of the delivery date. Unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim within 180 days, the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, shall not exceed double interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential or special, or amount to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for a single shipment is \$500. E.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written notice of loss or damage must be filed within 180 days. Consult the applicable FedEx Service Guide for details.

Fed

Fed

Fed

<sysdeliv@fn3a.prod.fedex.com>, FedEx <donotrep, 8/19/03 8:31 AM -0700, F

Date: Tue, 19 Aug 2003 10:31:55 -0500 (CDT)
From: <sysdeliv@fn3a.prod.fedex.com>, FedEx <donotreply@fedex.com>
Reply-To: FedEx <donotreply@fedex.com>
To: <sara@michaelgrecco.com>
Subject: FedEx shipment 790874318940
X-Priority: 3
X-FedExNet-Message-ID: P450143924

Our records indicate that the shipment sent from MICHAEL GRECCO/MGP, INC to JOY MANSFIELD/COPYRIGHT OFFICE has been delivered.
The package was delivered on 08/19/2003 at 10:31 AM and signed for or released by KWHITE.

The ship date of the shipment was 08/18/2003.

The tracking number of this shipment was 790874318940.

FedEx appreciates your business. For more information about FedEx services, please visit our web site at <http://www.fedex.com>

To track the status of this shipment online please use the following:
http://www.fedex.com/cgi-bin/tracking?tracknumbers=790874318940&action=track&language=english&cntry_code=us

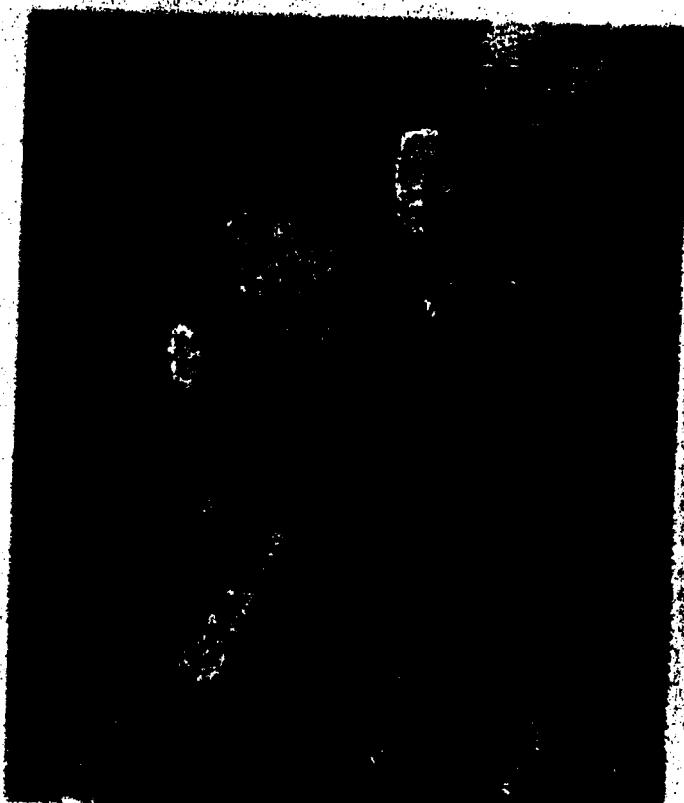
Disclaimer

FedEx has not validated the authenticity of any email address.

MICHAEL GRECCO PHOTOGRAPHY, INC.
1100 14th Ave. #1042 1024
Santa Monica, CA 90401

5072

8.18.03
Register of Copyrights
Thirty dollars as my Copyrights
30 —
UNION BANK OF CALIFORNIA
1100 14th Ave. #1042 1024
Santa Monica, CA 90401
© reg. 5072
1122000476131000354631 5072



32532 THE SENTINEL

MICHAEL GRECCO PHOTOGRAPHY, INC.



1701 PIER AVENUE
SANTA MONICA CA 90405
TELEPHONE 310.452.4481
FACSIMILE 310.452.4482
EMAIL michael@greccophoto.com

FAX

DATE: November 14, 2007
TO: Edward Greenberg
FACSIMILE #: 212-697-2528
FROM: Rebecca Shulman
REGARDING:
PAGE 1 OF: 7

Dear Edward Greensburg,

Please find to follow a copy of the original package that was send to the copy right office for the Christian McBride photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

ASSIGNMENT INVOICE

TO: SUSAN MILLER
 SUSAN MILLER REPRESENTS
 1641 THIRD AVENUE, #29A
 NEW YORK NY 10128
 212-905-8400

INVOICE# 1648
 DATE: 1/15/1996
 P.O.#

JOB FOR: GIULIO TURTURRO
 POLYGRAM RECORDS

JOB TITLE: McBRIDE

DESCRIPTION:

FOR PHOTOGRAPHING CHRISTIAN McBRIDE FOR HIS CD PACKAGING AND PUBLICITY ON
 1/13/96.

USE:

ALL RIGHTS OF USAGE ARE GRANTED TO THE CLIENT. MICHAEL GRECCO RETAINS THE
 COPYRIGHT TO ALL PHOTOGRAPHS. MICHAEL GRECCO ALSO RETAINS THE RIGHT TO USE
 ANY PHOTOGRAPH FOR PERSONAL PORTFOLIO AND PROMOTIONAL USE.

FEE:

1 DAY(S) CREATIVE FEE @

LABOR:

1 DAY(S) ASSISTANT #1 @

1 DAY(S) ASSISTANT #2 @

2 HOUR(S) OVERTIME @

\$3,000.00	\$3,000.00
FEES TOTAL:	<u>\$3,000.00</u>

MATERIALS:

33 ROLLS OF 2 1/4 COLOR @

10 ROLLS OF 2 1/4 B & W @

12 FUJI INSTANT FILM (DOUBLE) @

40 POLAROID 665, 4 PACKS W/WASH & PROOF @

43 ROLLS PROCESSED @

20 EXTRA CONTACT SHEETS @

LABOR	TOTAL:	<u>\$403.00</u>
-------	--------	-----------------

MATERIALS	TOTAL:	<u>\$2,150.00</u>
-----------	--------	-------------------

PRODUCTION:

STUDIO / LOCATION RENTALS WITH OVERTIME IN THE STUDIO

EXPENDABLES: TAPE, GELS, FILTERS, BATT., CINEFOIL, ETC.

CATERING: BREAKFAST, LUNCH

TAXIS

PHONE & FAXES: LOCAL, L.D., & CELL W/L.D. & ACCESS

MESSENGERS TO AND FROM LAB FOR B&W AND COLOR FILM

SHIPPING: FED. EX. TO THE LAB IN L.A. TO RUSH THE FILM & BACK

PRODUCTION TOTAL:	<u>\$1,396.45</u>
-------------------	-------------------

SUBTOTAL	\$6,949.45
----------	------------

SALES TAX @ 0.00%	\$0.00
-------------------	--------

FINAL TOTAL	<u>\$6,949.45</u>
-------------	-------------------

ADVANCE/PAYMENT	<u>\$6,949.45</u>
-----------------	-------------------

BALANCE U.S.	<u>\$0.00</u>
--------------	---------------

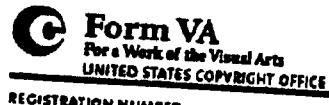
NET 30 - DUE BY 2/14/96

PLEASE MAKE CHECKS PAYABLE TO "MICHAEL GRECCO", SS# 127-48-1814

TERMS AND CONDITIONS

1. **Acceptance of terms.** The photographs which are subject of this agreement are sent on the condition that the terms stated below are agreed to in full. Holding photographs beyond five days constitutes acceptance of these terms, including agreement to the liquidated damages provision. If you do not agree to all the terms of this agreement, please return all photographs at once.
2. **Copyright protection/credit line.** Client acknowledges that Michael Grecco Photography owns the copyright to the photographs and agrees to take all necessary precautions to insure the protection of such copyright.
 - a) For non-editorial use, client will provide copyright protection by placing proper copyright notice on any use. Proper notice is © (year) Michael Grecco.
 - b) For editorial use, a credit line in the form © (year) Michael Grecco shall appear adjacent to or within the photograph itself in type no smaller than that of related text. Failure to include the foregoing shall result in a triple fee. Client acknowledges that such triple fee is fair and reasonable for the loss of recognition and lack of copyright protection resulting from the failure to give proper copyright notice or credit line.
3. **Scope of license.** Rights granted are for one use only (excluding buy-outs). Rights granted under this license may not be assigned or transferred without written permission. Materials may not be reproduced, copied, protected, cannibalized or otherwise used without express written consent.
4. **Model releases.** No model releases exist unless specified by Michael Grecco Photography. Client acknowledges that Michael Grecco Photography makes no warranty of model release for photographs supplied under this agreement.
5. **Prints and copies.** Client will provide Michael Grecco Photography with details of all photographs before use and provide Michael Grecco Photography with two free copies of all photographs appearing in print within seven days of printing.
6. **Return of photographs.** All photographs shall be returned undamaged within 30 days of client's receipt unless specifically agreed otherwise in writing by Michael Grecco Photography. Return of photographs must be by registered mail, air freight or bonded messenger, in all cases fully insured with return receipt requested. Client remains responsible for safe return of photographs and liability for damage thereto until received by Michael Grecco Photography or his authorized agent. All photographs not returned within 30 days of receipt by the client will be subject to a holding charge of \$5.00 per week per image unless otherwise agreed in writing.
7. **Lost or damaged photographs.** The parties acknowledge that it is difficult and impractical to determine the exact value of each photograph subject to this agreement. Therefore the parties agree that the reasonable value of each original photograph lost, damaged or altered is \$1,500.00 per photograph unless another value is agreed on in writing. The parties also agree that \$100.00 is a reasonable fee for additional or damaged duplicate photograph of which Michael Grecco Photography holds the undamaged original. Acceptance of this liquidated damages provision by client is a material consideration for delivery by Michael Grecco Photography to the client of photographs governed by this agreement.
8. **Vicarious responsibility.** Client accepts responsibility and liability for all acts of its employees, agents, assigns, messengers, printers, shippers, researchers and all others acting at its request or on its behalf.
9. **Indemnity.** Client agrees to hold Michael Grecco Photography and any other photographer harmless and to indemnify them from all claims, liabilities, damages and expenses, including reasonable attorney's fees, arising out of any use of photographs supplied by Michael Grecco Photography including, but not limited to those arising from misuse of photographs, privacy claims and lack of model releases.
10. **Defaults.**
 - a) All bills are due immediately upon receipt of the described photographs and must be paid before any use is made of photographs supplied. Use prior to full payment, or otherwise, damage or loss of photographs, will be a default under this agreement.
 - b) Interest on any defaulted amount will accrue from the date of first use, misuse, damage, loss or any other event until paid in full, at a rate of 1.65% monthly or the maximum rate permitted by law.
 - c) A late charge of 1.65% monthly of the defaulted amount due but not paid will be assessed on the default. This late charge is intended by both parties as fair compensation to Michael Grecco Photography for the inconvenience occasioned by the default and the cost of carrying a defaulted account.
 - d) All cost of collection of defaulted accounts, including interest and late charges, will be charged to client as an addition to the amount payable. These costs of collection include bill, fee, not limited to, reasonable attorney's fees and court costs.
11. **Governing Law.** This agreement is governed by the laws of the state of California.
12. **Attorney's fees.** In the event of litigation between parties to this agreement concerning the subject of this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and the cost of suit from the other party.
13. **Waiver.** No option of Michael Grecco Photography other than a written waiver may be construed as waiving any part of this agreement, and no written waiver may be construed as waiving any part of the agreement beyond what it specifically covers.
14. **Arbitration.**
 - a) Any controversy between the parties regarding the construction of application, and any claim arising out of this agreement or its default or breach, will be submitted to binding arbitration on written request by one party to the other.
 - b) The parties will each appoint one person to hear and determine the dispute. These two arbitrators will choose a third arbitrator whose decision will be binding on both parties. The cost of any arbitration will be allocated among the parties in the proper proportion decided by the arbitrators, based on the merits of the case and each party's good faith efforts to handle the dispute.
 - c) The arbitrators will be governed and enforced under the provisions of the California Arbitration Law, Code of Civil Procedure, sections 1280 and following (or any other similar successor statute).
15. **Estimates.** All expense estimates are subject to normal trade variance of 10%.
16. **Copyright Jurisdiction.** Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Michael Grecco Photography under the Copyright Act of 1976, as amended.
17. **Overtime.** In the event a shoot extends beyond eight (8) consecutive hours, Michael Grecco Photography may charge for such excess time of assistants and freelance staff at the rate of one-and-one-half their hourly rates.
18. **Reshoots.** Client will be charged 100% fee and expenses for any reshoot required by Client. For any reshoot required because of an act of God or the fault of a third party, Michael Grecco Photography will charge no additional fee and Client will pay all expenses. If Michael Grecco Photography charges for special contingency insurance and is paid in full for the shoot, Client will not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.
19. **Conciliations and postponements.**
 - a) Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Michael Grecco Photography's fee. If notice of cancellation is given less than two (2) business days before the shoot date, Client will be charged 100% fee.
 - b) Weather postponements. Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions while on location and 50% fee if postponement occurs before departure to location.
20. **Severability.** If any provision is found unenforceable, the remaining terms will be unaffected and will remain in force.
21. **Time is of the essence.** Time is of the essence in the payment and return of materials.
22. **Buy-outs.** Notwithstanding any of the foregoing, "buy-outs" entitle client to multiple uses of the photos with copyright notices whenever published. Commercial exploitation of any part of any photo in any form is strictly prohibited.
23. **Entire agreement.** This agreement contains the entire agreement between client and Michael Grecco Photography. It supersedes all other agreements, oral and written, between them with respect to the photographs, and no other agreement between them for the subject matter of this agreement is valid or binding. This agreement may be modified only in a writing signed by both parties.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-10-2011 BY SPACER



REGISTRATION NUMBER

#0139

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.
Title of This Work ▼

Grecco Photography - Christian McBride

NATURE OF THIS WORK ▼ See Instructions

Photographs

Previous or Alternative Titles ▼

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

NAME OF AUTHOR ▼

Michael Grecco

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
Name of Country: U.S.A.
OR Citizen of _____
Domiciled in _____

Was This Author's Contribution to the Work
Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship: Check appropriate box(es). See Instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph(s) Text
 Reproduction of work of art Jewelry design Architectural work

Name of Author ▼

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes
 No

Author's Nationality or Domicile
Name of Country: _____
OR Citizen of _____
Domiciled in _____

Was This Author's Contribution to the Work
Anonymous? Yes No
Pseudonymous? Yes No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship: Check appropriate box(es). See Instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Year in Which Creation of This Work Was Completed

1996

This information must be given
Year in all cases.

Month _____ Day _____ Year _____
ONLY if this work has been published.

ON OR ABOUT
February 15 1996
USA

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

Transfer if the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

By Assignment

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-6) on the reverse side of this page.
• See detailed instructions.
• Sign the form at line 8.

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE
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Page 1 of _____ pages

EXAMINED BY _____
CHECKED BY _____

CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

FORM VA

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILED Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼
Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Michael Grecco
Michael Grecco Photography, Inc.
1701 Pier Avenue
Santa Monica, CA 90405

Area code and daytime telephone number (310) 452-4461
Email: michael@michaelgrecco.com

Fax number (310) 452-4462

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of

Michael Grecco Photography, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▼

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Michael Grecco, President

Date 11/29/06

Handwritten signature (A) ▼

X

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼
Michael Grecco Photography, Inc.
Number/Street/Apt ▼
1701 Pier Avenue
City/State/Zip ▼
Santa Monica, CA 90405

INSTRUCTIONS

- Complete all necessary spaces
- Sign your application in space 3

MAIL TO: U.S. Copyright Office
101 Independence Avenue, S.E.

3. Deposit material:
MAIL TO:

Library of Congress
Copyright Office

101 Independence Avenue, S.E.

Washington, D.C. 20559-6000

Forms are subject to
change. For current
data, check the
Copyright Office
website at
www.copyright.gov
or call
(202) 707-9000.

*17 U.S.C. § 501(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.





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 202-707-8239
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 MGP, INC
 1701 PIER AVENUE
 SANTA MONICA, CA
 90405
 US
 3104524481
 798555368530
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 Service Type:

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From: TrackingUpdates@fedex.com
Date: Tue, 5 Dec 2006 10:57:02 -0600 (CST)
Reply-To: <trackingmail@fedex.com>
To: <michael@michaelgrecco.com>
Subject: FedEx Shipment 798555368530 Delivered
X-FedExNet-Message-ID: PN45336214305

This tracking update has been requested by:

Company Name: MGP, INC

Name: Michael Grecco

E-mail: michael@michaelgrecco.com

Our records indicate that the following shipment has been delivered:

Tracking number:

798555368530

Reference: legal & professional
Ship (P/U) date: Dec 4, 2006
Delivery date: Dec 5, 2006 10:55 AM
Sign for by: R.WALKER
Delivered to: Shipping/Receiving
Service type: FedEx Standard Overnight
Packaging type: FedEx Box
Number of pieces: 1
Weight: 2.0 LB

Shipper Information
Michael Grecco
MGP, INC
1701 PIER AVENUE
SANTA MONICA
CA
US
90405

Recipient Information
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Printed for Michael Grecco <michael@michaelgrecco.com>